access standard can be met. We find that to provide nondiscriminatory access to the ordering function, BellSouth must do the following: first, BellSouth must provide an interface that integrates the pre-ordering and ordering functions; second, BellSouth must provide ALECs with the same capability to generate electronic orders for the same services that BellSouth can electronically generate for itself; and third, BellSouth must provide the technical specifications necessary to permit ALECs to link their own OSS system to BellSouth's OSS. It is BellSouth's position that ALECs need to develop their own integration capabilities. BellSouth, however, has not provided sufficient technical documentation for LENS that would enable ALECs to do so.

On the first and second points the FCC concluded that "in order to meet the nondiscriminatory standard of OSS, an incumbent LEC must provide to competing carriers access to OSS functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing that is equivalent to what it provides itself, its customers or other carriers." Regarding the third point, the FCC stated that a BOC is required to provide carriers with the technical specifications that will allow ALECs to modify or design their systems so that their OSS will be able to communicate with the BOC's legacy systems. The FCC further stated that BOCs "must provide competing carriers with all of the information necessary to format and process their electronic requests so that these requests flow through the interfaces, the transmission links, and into the legacy systems as quickly and efficiently as possible."

BellSouth has not demonstrated that its systems can process the number of orders per day that it claims it can. The consulting firm hired by BellSouth to perform an analysis of the Local Carrier Service Center (LCSC), stated in its report that BellSouth has missed service implementation dates. In addition, BellSouth has experienced problems providing firm order confirmations (FOCs) in a timely manner. This results in the ALEC not knowing when service was actually implemented, and has resulted in billing statements being sent to the end user by both BellSouth and the ALEC. Although BellSouth claims that it is currently receiving approximately 200 orders per day, BellSouth has not demonstrated that it can effectively handle this low volume of orders in an accurate and timely fashion. Therefore,

we do not believe that BellSouth can currently meet service order demand requirements.

BellSouth has not provided sufficient test documentation to prove that it is capable of providing those services not yet requested. We believe that the manner in which BellSouth performed its internal testing is insufficient to demonstrate that its systems and processes are capable of responding to an order placed by an ALEC in a manner that is at parity with BellSouth's own abilities.

BellSouth has not provided sufficient test documentation to prove that it is capable of providing those services not yet requested. We believe that the manner in which BellSouth performed its internal testing is insufficient to demonstrate that its systems and processes are capable of responding to an order placed by an ALEC in a manner that is at parity with BellSouth's own abilities.

g. Maintenance and Repair

Problem 1: TAFI is a proprietary system that does not provide ALECs with machine-to-machine functionality.

Witness Bradbury states that TAFI is a human-to-machine interface that requires a new entrant to manually enter each trouble report order into the ALEC's own OSS, because TAFI does not allow electronic communication between BellSouth's OSS and a new entrant's OSS. Therefore, AT&T states that because new entrants must manually input the maintenance and repair data twice, instead of only once, the ALECs are denied the ability to operate in substantially the same time and manner as BellSouth. BellSouth, however, has the capability to submit maintenance and repair orders electronically for all types of service.

Witness Calhoun agrees that TAFI is not a machine-to-machine interface. She contends that the TAFI interface is "intelligible to a human being" using this system. In addition, witness Calhoun states that TAFI is not an industry standard; however, she states that the functionality that TAFI provides is "far superior" to the level of functionality that the industry defines in terms of exchanging information about a trouble report. She

also states that TAFI can be used for any trouble identified with a telephone number, including residential and simple business services, and some UNEs, such as an unbundled port, interim number portability, PBX trunks and ESSX station lines.

Problem 2: The TAFI interface lacks sufficient capacity to meet demand.

AT&T states that TAFI does not have the necessary capacity to meet the demand of all ALECs. In support of this claim, AT&T asserts that TAFI currently has the capacity to support 195 simultaneous users in BellSouth's region if its "hot spare" arrangement is activated. Witness Bradbury argues that this capacity is insufficient, because AT&T alone has several hundred repair attendants that would all need to be logged into TAFI at the same time, just as BellSouth's repair attendants are.

BellSouth argues that TAFI has sufficient capacity to meet demand. Witness Calhoun testified that TAFI currently supports 65 simultaneous users with a second processor being installed that will double the capacity. In addition, she stated that BellSouth has a 'hot spare" arrangement in place that can be activated almost immediately. The "hot spare" arrangement protects against equipment failure in case one of the main processors fails, and it would increase the capacity by an additional 65 users for a total of 195 simultaneous users. Further, for every 65 users, the TAFI system can handle 1300 troubles per hour. Witness Calhoun also stated that additional processors can be added within 60 days to increase the capacity, if needed.

h. Maintenance and Repair Suznmary

Upon consideration, we find that the record does not support a finding that there is or is not sufficient capacity. We note that we may need to explore this further in a future proceeding. We do find, however, that BellSouth must do the following to achieve parity: BellSouth must provide ALECs with the technical specifications of TAFI so that ALECs can integrate their OSS with BellSouth's OSS for maintenance and repair. This electronic communication capability does not currently exist; therefore, an ALEC must manually reenter each trouble report into its own OSS

system. In addition, BellSouth must provide ALECs with the ability to have all of the ALECs repair attendants logged into TAFI at the same time, just as BellSouth's repair attendants are, in order for the TAFI interface to meet the nondiscriminatory standard. The FCC concluded that "in order to meet the nondiscriminatory standard of OSS, an incumbent LEC must provide to competing carriers access to OSS functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing that is equivalent to what it provides itself, its customers or other carriers."

i. Billing

We note that we addressed billing in detail above in our discussion of UNE-related problems. We will not repeat our analysis here, but note that BellSouth has not demonstrated that it can provide billing statements for usage sensitive UNEs.

j. OSS Summary

A major area of concern with respect to the interfaces offered by BellSouth is the amount of manual intervention that is required on behalf of an ALEC service representative. The amount of manual intervention required when placing a non-complex order via the ED1 interface is far in excess of how BellSouth would place the same order. The primary problem is that BellSouth does not provide a pre-ordering interface that is integrated with an ordering interface that provides these functions in essentially the same time and manner as BellSouth's internal systems. In addition, the interface must provide the capability to interconnect the ALEC's own internal OSS to BellSouth's OSS. BellSouth has not provided the technical data to requesting carriers to permit the development of such an interconnection. In the Ameritech Order, the FCC listed several components for the provision of access to OSS. These components include: 1) the interface, or gateway, which is used to inter-connect the ALEC's own internal OSS to an RBOC's OSS; 2) a processing link, either electronic or manual, between the interface and the RBOC's internal OSS which includes all necessary back office systems and personnel; 3) all internal OSS or legacy systems that an RBOC uses in providing UNEs to an ALEC.

According to the FCC, an RBOC must provide more than just an

interface in order to comply with the nondiscriminatory access standard for OSS. BellSouth has only partially provided part one of the three components mentioned above. BellSouth has provided interfaces, but the interfaces do not permit interconnection to the ALEC's OSS at this time.

The FCC states that in order for an RBOC to meet the nondiscriminatory access standard, no limits may be placed on the processing of information between the interface and the legacy systems, if such limits did not permit an ALEC to perform a function in substantially the same time and manner as the RBOC performs the function for itself.

Upon consideration, we believe that BellSouth is required to demonstrate to this Commission and to the FCC, that its interfaces provide nondiscriminatory access to OSS functions. Although AT&T witness Bradbury stated that there are five characteristics of a non-discriminatory interface, we find it appropriate to recognize four of those characteristics. We find that each interface must exhibit the following characteristics to be in compliance with the nondiscriminatory standards of the Act. They are: 1) the interface must be electronic. The interface must require no more human or manual intervention than is necessarily involved for BellSouth to perform a similar transaction itself; 2) the interface must provide the capabilities necessary to perform functions with the same level of quality, efficiency, and effectiveness as BellSouth provides to itself; 3) the interface must have adequate documentation to allow an ALEC to develop and deploy systems and processes, and to provide adequate training to its employees; and, 4) the interface must be able to meet the ordering demand of all ALECs, with response times equal to that which BellSouth provides itself.

The fifth requirement, as discussed by witness Bradbury, is that an interface must comply with national standards. Although we agree that an interface should comply with national standards, there are no national standards for pre-ordering interfaces. Therefore, BellSouth's proprietary interface, LENS, could have been sufficient to meet the integrated interface requirement, if it met all four of the requirements of a non-discriminatory interface. We find that BellSouth must offer a pre-ordering interface that is integrated with the industry-standard ED1 interface, for two reasons. First, integration of pre-ordering

and ordering functions must be provided simply because BellSouth has integrated its own internal pre-ordering and ordering functions; and second, BellSouth has declared that ED1 is the ordering interface that it recommends carriers use.

In summary, we find that the interfaces and processes offered by BellSouth do not permit an ALEC to perform an OSS function in substantially the same time and manner as BellSouth performs the functions for itself. In addition, the SGAT offers the same interfaces and OSS functions; therefore, the same problems identified above are applicable to what is offered via the SGAT. These deficiencies also render the SGAT non-compliant with the UNE portion of the checklist.

4. Conclusion

We find that BellSouth has not met its duty to provide nondiscriminatory access to UNEs to requesting carriers. We agree with the FCC that the BOC must demonstrate that it is meeting the nondiscriminatory access standard for UNEs, including access to OSS functions, by offering an efficient carrier a meaningful opportunity to compete. The FCC concluded in the Ameritech order that its requirement on BOCs to demonstrate nondiscriminatory access to OSS functions is "achievable." The FCC stated: "We require, simply, that the BOC provide the same access to competing carriers that it provides to itself."

Based on the evidence in this proceeding, we find that BellSouth has not met the requirements of Section 271(c)(2)(B)(ii). BellSouth has not fulfilled its duty to provide, to a requesting carrier, nondiscriminatory access to unbundled network elements, including access to its operations support systems functions as required by the Act, the FCC's rules, and our arbitration order.

C. Nondiscriminatory Access to Poles, Ducts, Conduits, and Rights-of-way in Accordance with Section 224, Pursuant to Section 271(c)(2)(B)(iii).

Section 271(c)(2)(B)(iii) of the Act in conjunction with Section 224 requires BellSouth to provide nondiscriminatory access to poles, ducts, conduits, and rights-of-way to ALECs when

requested. If no requests for access have been made, then BellSouth is required to demonstrate that it is capable of providing such access if an ALEC or cable television company requests it.

BellSouth argues that it has met this checklist item. BellSouth witness Scheye states that access to poles, ducts, conduits, and rights-of-way are provided to any ALEC by way of a standard agreement. As of the hearing, 13 ALECs in Florida had executed license agreements with BellSouth to allow them to attach their facilities to BellSouth poles and place their facilities in BellSouth ducts and conduits. BellSouth states that these items are functionally available. According to witness Scheye, the fact that BellSouth has provided access to IXCs, cable television companies and power companies for years demonstrates that they are functionally available. Witness Scheye notes that BellSouth offers this access in Section III of the SGAT via a standard license agreement. He also states that the pole attachment rate is $4.20 per pole per year, and the conduit occupancy rate is $0.56 per foot per year. These prices were developed in accordance with FCC accounting rules that were designed by the FCC to produce cost-based rates. These prices, we note, were not challenged by any party.

The intervenors proffered limited testimony on this issue. Most of the witnesses did not address "access to poles, ducts, conduits, and rights-of-way" at all. Eight of the nine intervenors state in their briefs, however, that BellSouth has not provided nondiscriminatory access. Only three, AT&T, MCI, and Sprint, explain why they take this position. No party cites specific problems associated with gaining access to poles, ducts, conduits and rights-of-ways.

Sprint argues that the associated prices should be tariffed and cost based. We do not believe that the Act specifically requires tariffs. BellSouth witness Scheye presented evidence that the prices for ALEC access were developed in accordance with FCC accounting rules, which were developed to be cost based. As noted above, these prices were not challenged by any party.

MCI witness Martinez states that BellSouth has not established time periods for providing access to poles, ducts, conduits, and rights-of-way; and therefore the process for

obtaining access is subject to abuse. BellSouth witness Milner states that if make-ready work is not required, an ALEC can access the conduit or make the pole attachment immediately. BellSouth witness Scheye states that applications for access are handled on a first-come, first-served basis. This procedure has not been tested in Florida because no ALEC has filed an application for access. The procedures for providing access to cable companies, however, have been in effect for years. Upon review, we do not have any evidence in this proceeding to indicate that this process will not work for telecommunications companies. In addition, we note that time periods for providing the ALEC's requested access depend on the complexity of the request and the availability of the requested access. Thus, the time to gain access could vary substantially depending on the situation. Based on the evidence before us, therefore, we find that BellSouth has met the requirements of Section 271(c)(2)(B)(iii).

D. Unbundled Local Loop Transmission Between the Central Office and the Customer's Premises from Local Switching or Other Services Pursuant to Section 271(c)(2)(B)(iv).

Checklist item iv requires BellSouth to unbundle the local loop transmission from local transport and local switching. Paragraph 380 of the FCC's First Report and Order on Interconnection defines "unbundled local loop" as a

> transmission facility between a distribution frame, or its equivalent, in an incumbent LEC central office, and the network interface device at the customer premises. This definition includes a number of loop types, such as two-wire and four-wire analog voice-grade loops, two-wire and four-wire loops that are conditioned to transmit digital signaling, . . .

BellSouth argues that it has provisioned unbundled local loop transmission to all requesting carriers. In response to a discovery question regarding local loop transmission, BellSouth stated that it had filled 1392 requests.

The record reveals that a number of the intervenors have requested unbundled local loops and subloop elements either for

testing or for commercial orders. AT&T has ordered local loops and NIDs for test locations. Similarly, ICI indicates that it placed orders for 4-wire digital loops, DS-1 loops, 2-wire analog loops, and ISDN loops in anticipation of using these to provide Frame Relay Services. MCI indicates that it ordered unbundled local loops for test trials and one for commercial purposes. Sprint Metropolitan Network has ordered unbundled local loops. TCG also indicates that it has ordered high capacity unbundled service out of a collocation arrangement.

BellSouth witness Milner asserts that BellSouth has offered functionally available unbundled local loop transmission. BellSouth contends that it has unbundled the local loop transmission from local switching or other services. Witness Milner also asserts that BellSouth has technical service descriptions outlining available unbundled loops and sub-loop elements. BellSouth contends that it has implemented procedures for the ordering, provisioning, and maintenance of unbundled loops and sub-loops. In addition, BellSouth asserts that it has provisioned 1,085 unbundled loops to competing carriers in Florida. Witness Milner states that BellSouth has verified the availability of unbundled local loop transmission to ALECs. Witness Milner contends that during verification of these loops, orders were generated and flowed through BellSouth's operational system in a timely and accurate manner. He further contends that billing records were generated and reviewed for accuracy. BellSouth offers several loop types to any requesting ALEC, and where a loop type is not offered in its SGAT, BellSouth has established a Bona Fide Request process to obtain an additional loop. Witness Scheye argues that BellSouth has fully implemented checklist item iv, because BellSouth either has provided or is capable of providing, the unbundled local loop transmission upon request.

BellSouth states that in its SGAT, BellSouth provides access to unbundled local loop and sub-loop elements. According to BellSouth, it provides a variety of local loop configurations, such as 2-wire and 4-wire voice grade analog, 2-wire ADSL, 2-wire and 4-wire HDSL, 2-wire ISDN, and 4-wire DS-1 digital grade. The sub-loop components include loop distribution media, loop cross-connects, loop concentration systems and the network interface device.

Several intervenors assert that BellSouth has not met its obligation to provide nondiscriminatory local loop transmission unbundled from local transport or other services. ICI witness Strow contends that BellSouth has not provided ICI with the access it has requested to certain unbundled network elements. Thus, BellSouth has not provided ICI with unbundled local loop transmission. ICI witness Strow asserts that some orders for unbundled local loops (ULL) have still not been provided. Witness Strow argues that in ICI's interconnection agreement, ICI requested unbundled frame relay network components in the form of loops and sub-loops elements. Specifically, witness Strow asserts that ICI has requested 4-wire digitally-conditioned loops. Witness Strow states that despite repeated correspondence to BellSouth expressing ICI's need for these loops and sub-loops elements, the elements have still not been provided. BellSouth responded by letter on September, 10, 1996, stating that it could provide the requested loops. Witness Strow contends, however, that BellSouth later informed ICI that sub-loop elements could not be provisioned because the LFACS and the TIRKS line and trunk assignment databases could not handle the data. According to witness Strow, in another instance BellSouth informed ICI that the CABS billing system is not able to bill for unbundled local loops, and that BellSouth has not reconfigured its CRIS system to bill for ULLs either.

Witness Strow concludes that BellSouth has not been able to bill for the unbundled local loops provisioned on an unbundled basis. Instead, BellSouth has billed the unbundled local loops at tariffed rates, and applied credits according to its interconnection agreement with ICI, thereby giving the appearance that it was billing for UNEs. Witness Strow stated that in another instance BellSouth provisioned Synchronet service as a surrogate for some requested UNEs that BellSouth could not provision. She argued that ICI has been disadvantaged by the pricing of the Synchronet service since BellSouth is arguing that this provisioning is equal to a resale service and not a UNE.

Sprint witness Closz states that Sprint has experienced problems affecting service as BellSouth struggled to provision the requested unbundled local loops. Witness Closz contended that while BellSouth continues to address these operational problems, the underlying deficiencies have not been corrected. Witness Closz testified that Sprint customers have been taken out

of service because BellSouth was unable to stop disconnect orders when associated cut-overs were delayed. In other instances, witness Closz testified that BellSouth has delayed notifying Sprint of facilities-related problems regarding a customer's move to another location. In a particular case, she stated this delayed notice caused 12 out of 14 of the customer's lines to be out of service for two days at the new location. Witness Closz asserted that on occasions, cut-overs have been incomplete due to BellSouth's limited network capacity. In addition, Sprint contended that BellSouth's application of the wholesale discount has been problematic. Witness Closz stated that BellSouth has continuously misapplied rate elements.

WorldCom has no experience in Florida; however, WorldCom's witness Ball contends that WorldCom has experienced similar scheduling cut-over problems in Georgia. WorldCom argues that BellSouth has not provided unbundled local loop transmission due to these continued provisioning and conversion problems. Similarly, ACSI's witness Falvey asserts that three of its business customers were without service for several hours. As clients called their numbers, they received recordings that stated that the numbers were no longer in service. Witness Falvey contends that each day of delay to install a customer's ULL jeopardizes the competing carrier's ability to retain that customer. He argues that BellSouth's failure to process ALECs' orders by agreed upon due dates gives BellSouth the chance to retain that customer.

MCI's witness Martinez contends that MCI ordered an unbundled loop and a switch port, which BellSouth provided; however, BellSouth billed the services as resale service. Thus, witness Martinez argues that MCI is not sure of what BellSouth has provisioned. The witness states that '[I] know what we ordered, and that was the loop and the port. But when the bill came in, it was billed as a resale." In addition, MCI's witness Gulino contends that BellSouth provisions unbundled local loops at longer installation intervals than it provides to itself, and thereby limits the ALECs' reasonable opportunity to compete. He contends that if a new customer initiating service has to wait for several days, this is sufficient reason for the customer to change his mind about signing up with an ALEC. In addition, MCI contends that BellSouth has not fully implemented the provisioning of unbundled loops, since BellSouth's OSS does not

support unbundled local loops on a nondiscriminatory basis.

AT&T witness Bradbury asserts that BellSouth's systems in other states reveal that there are no methods and procedures to ensure that service changes will be implemented in nondiscriminatory time frames. Since BellSouth's systems are region-wide, there is no reason to expect that BellSouth has different capabilities in Florida than it has in other states in its region.

Upon consideration, BellSouth has proffered sworn testimony that it is providing unbundled local loop transmission between the central office and customers' premises. Further, upon review of the record, we note that parties in this proceeding have verified that they have received this checklist item upon request. We acknowledge the concerns raised about billing and note that we address billing in our discussion on checklist item iii. We also acknowledge MCI's claim that BellSouth's provisioning intervals for ALECs are not at parity with the provisioning intervals BellSouth provides to itself. We note, however, that there is no data to support this claim in the record. Therefore, since the evidence indicates that BellSouth has provided, and competitors have received this checklist item, we find that BellSouth has met the requirement of Section 271(c) (2) (B) (iv).

E. Unbundled Local Transport Pursuant to Section 271(c)(2) (B) (v).

Section 271 and Section 251 of the Telecommunications Act of 1996 require that BOCs provide unbundled network elements to all requesting competing carriers, and that these network elements, as well as the accompanying access, shall be provided on a nondiscriminatory basis.

This checklist item requires BellSouth to unbundle the local transport on the trunk side of a wire line from switching or other services. It does not address whether BellSouth provisions nondiscriminatory access to unbundled local transport. It addresses whether BellSouth provides local transport that is unbundled from the local loop, local switching, or other services. BellSouth testified that it has provisioned unbundled

local transport to all requesting carriers. In order to determine whether BellSouth has met the requirements of this item, it is necessary for BellSouth to provide documentation demonstrating that BellSouth provisions and bills for unbundled local transport as a separate unbundled network element.

Paragraph 440 of the FCC First Report and Order on Interconnection defines unbundled local transport to include shared and dedicated transmission facilities between end offices and the tandem switch and central offices, or between such offices and those of competing carriers.

AT&T states that it has ordered local transport as part of its Concept Testing. ICI has requested unbundled local transport per its Interconnection Agreement, but has not ordered it in Florida. ICI contends that BellSouth has not provided the unbundled local transport in a usable manner. ICI, however, asserts that it has no direct experience in ordering unbundled local transport. MCI indicates that it has requested dedicated transport. Sprint states that it requested local transport pursuant to its interconnection agreement, but that it has not actually ordered unbundled local transport.

It is not clear how many unbundled local transport requests BellSouth has received or what BellSouth has provisioned and to whom. Accordingly, we cannot quantify the actual level of activity in Florida.

BellSouth witness Milner states that BellSouth has provisioned 277 dedicated trunks for interoffice transport to requesting ALECs in Florida. Witness Milner states that since unbundled interoffice transport is very similar to the interoffice transport component of special access services, which BellSouth has experience in provisioning, BellSouth did not test to verify the condition of the local transport components. Witness Milner asserts, however, that test orders for dedicated transport and channelization were flowed through and billed accurately.

In addition, BellSouth contends that it offers unbundled local transport in Section V of its SGAT. The unbundled transport includes optional channelization for local transport from the trunk side, dedicated and common transport including

DS0, DS1 channels in conjunction with multiplexing or concentration and DS1 or DS3 transport. BellSouth also offers tandem switching. BellSouth states that in its SGAT it offers its common transport on a usage sensitive basis.

MCI witness Martinez contends that BellSouth has not unbundled its local transport because BellSouth purports to charge for local transport on a minute of use basis. Witness Martinez argues that in order to demonstrate that common transport is unbundled in compliance with the Act, both the port and the trunk have'to be priced at flat rates. Witness Martinez contends that the only way to measure the usage on a minute-of-use basis would be to provision local transport in conjunction with the port. He argues that measurement of usage on a minute-of-use basis utilizes the measurement capability of the switch; thus, BellSouth must be provisioning common transport in combination with switching. In addition, witness Martinez argues that BellSouth does not offer the trunk side local switching element. He contends that without a trunk side local switching network element, BellSouth cannot possibly connect the common transport element to the switch. Witness Martinez concludes that BellSouth must not be offering common transport.

MCI witness Gulino argues that BellSouth has not offered common transport in the most efficient way for competition to develop in the local market. He contends that this is implied in BellSouth's refusal to provide for multi-jurisdictional trunk transmission. Witness Gulino argues that from an engineering standpoint it is very important to have the flexibility to carry any type of traffic on the same trunk. He argues that flexibility eliminates inefficient duplication of trunks. Witness Gulino concedes, however, that multi-jurisdictional trunking is not provided in MCI's agreement with BellSouth. ACSI witness Falvey asserted that ACSI has not ordered unbundled local transport in Florida; however, ACSI has experienced critical transport failure in Kentucky and Alabama.

AT&T witness Hamman contends that BellSouth has not established the necessary protocols to ensure that common transport can be provided and billed on a nondiscriminatory basis. Witness Hamman asserted that to date BellSouth has not provided confirmation to AT&T regarding the UNE platform that AT&T ordered in Florida. AT&T argues that it has not received

the shared transport it ordered, since BellSouth has not billed for this usage sensitive element. AT&T argues that since BellSouth has not billed for shared transport, it is uncertain if BellSouth has actually provided shared transport, and hence, has not provisioned local transport.

AT&T also argues that BellSouth cannot claim compliance with a checklist item on the basis of BellSouth's past experience in providing access transport to IXCs. AT&T contends that providing transport for interLATA and toll is not synonymous with providing unbundled local transport for local exchange service. AT&T further contends that BellSouth is unwilling to allow AT&T to take advantage of its existing dedicated transport facilities to provide local service. AT&T argues that this group of customers already has access to AT&T's network via dedicated transport; thus, AT&T believes that BellSouth should allow AT&T to use these facilities to provide local service to this group of customers.

Upon consideration, we agree with BellSouth that unbundled local transport is similar to the interoffice transport component of special access notwithstanding the fact that these two components have distinctive applications. We find, however, that while BellSouth may draw from its prior experience in providing interoffice transport for special access, this in and of itself does not suffice to prove that BellSouth can provision ULT in the local market. Further, it is possible that during testing BellSouth can generate billing associated with the test. This does not prove, however, that BellSouth can provide and bill for ALECs in a commercial usage environment.

Based on the evidence in the record that BellSouth cannot bill for usage sensitive UNEs, we find that BellSouth has not met the requirements of Section 271(c)(2)(B)(v). This Commission has established that usage sensitive UNEs will be billed using the CABS billing system, or that those bills will be CABS-formatted. We note that BellSouth has not complied with either requirement. Accordingly, we are unable to determine if BellSouth has unbundled local transport from other services. We find, therefore, that BellSouth has not met the requirements of this checklist item.

F. **Uunbundled Local Switching Pursuant to Section** 271(c) **(2) (B) (vi).**

This checklist item requires BellSouth to unbundle local switching from local transport, local loop transmission, or other services. It does not address whether BellSouth provides nondiscriminatory access to the unbundled local switch. It addresses whether BellSouth provisions local switching that is unbundled from the local loop, local transport, or other services. BellSouth testifies that it has provisioned unbundled switched ports to all requesting carriers. In order to determine whether BellSouth has provisioned local switching unbundled from the local loop, local transport, or other services, it is necessary for BellSouth to provide documentation demonstrating that BellSouth provisions and bills for unbundled local switching as a separate unbundled network element.

The FCC defines local switching as encompassing line-side and trunk-side facilities plus the features, functions, and capabilities of the switch. The line-side facilities include the connection between a loop termination, e.g. the main distribution frame and the switch line card. The trunk-side facilities include the connection between trunk termination at a trunk-side cross connect panel and a trunk card. The features, functions, and capabilities include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks. This also includes basic capabilities that are available to the ILEC's customers, such as telephone numbers, directory listings, dial tone, signaling, and access to 911, operator services, and directory assistance. Also, the local switching element includes all vertical features that the switch is capable of providing, including custom calling, CLASS features, and Centrex.

AT&T asserts that it has ordered local and tandem switching for its Concept Testing. AT&T asserts that the requested switching elements are intended for testing and not commercial usage. ICI asserts that while it has not requested any switching element, it has initiated discussions with BellSouth for local

switching. MCI states that it has requested an unbundled port with Caller ID Block and other vertical services.

BellSouth witness Milner asserted that BellSouth has provisioned seven unbundled switched ports in Florida to requesting ALECs. Witness Milner states that with the exception of the wiring of the loop to the port in the central office, BellSouth's unbundled local switching is virtually identical to BellSouth's existing retail services. According to Witness Milner, BellSouth offers a variety of switching ports and associated usage unbundled from transport, local loop transmission and other services. BellSouth asserts that additional port types are available through the Bona Fide Request process.

AT&T witness Hamman argues that BellSouth has not provided access to all of the features in the switch. He asserted that an ALEC must be able to utilize the full capacity of the switch just as BellSouth does. Witness Hamman contends that while AT&T has ordered four switching ports as part of the platform in its concept testing, BellSouth has not yet provided them. He argues that to demonstrate compliance with this checklist item, BellSouth must provide the full capabilities of the switch to give ALECs the ability to activate and change features, and define the translations for its customers. Further, AT&T argues that BellSouth must provide usage billing with carrier identification codes and the billing of access charges. Witness Hamman states that for AT&T to ascertain that BellSouth has provisioned the ordered concept testing platforms, BellSouth must properly provide and bill for these orders, and provide the methods and procedures for billing.

MCI's witness Martinez contends that there are two sides to the switch, the port (line) side and the trunk side. He states that BellSouth has offered trunk side switching in conjunction with common transport in its SGAT. Witness Martinez contends that BellSouth has therefore not unbundled local switching so that both line side and trunk side switching are offered separately in compliance with the Act.

FCCA's witness Gillan contends that the key to robust competition in the local market lies in the local switch element. He asserts that the switch lies at the center of local exchange

service. Witness Gillan further contends that it is at the local switch where services and revenues are created and generated respectively. Thus, the speed and efficiency of market entry will be directly related to the number of carriers using BellSouth's existing switches. Witness Gillan asserts that the Act requires that BellSouth offer the local switch element as a generic functionality that can be used by competing carriers without the burden of obtaining requisite services.

Witness Gillan argues that sustainable ALEC market entry requires more than the mere unbundling of the local switch, but instead, the availability of the logical combinations of network elements. He argues that since there are practically no alternative exchange networks in existence, the competing carriers will have to acquire their network elements, such as combined loop and switch, from BellSouth. Witness Gillan refers to this combination of network elements as a "platform configuration."

BellSouth witness Milner states that pending a long term solution, BellSouth will provide selective routing to any ALEC's desired platform using class codes, subject to availability in accordance with our Orders in Dockets Nos. 960833-TP, 960846-TP and 960916-TP. Witness Milner asserts that selective routing will be used to direct calls from the unbundled switch to an ALEC's designated operator service. The witness states that BellSouth will provide selective routing in Florida upon request. BellSouth asserts that the rate for selective routing is based on the rates set by the Commission in the BellSouth/AT&T Interconnection Agreement. Witness Milner argues that this particular rate includes vertical services. AT&T witness Hamman states that while AT&T has requested direct routing in Georgia, AT&T has not requested the use of selective routing in Florida.

Witness Hamman contends that BellSouth has denied AT&T direct routing to AT&T's operator and directory services. The witness further argues that BellSouth has not provided direct routing using either Line Class Codes or Advanced Intelligent Network. AT&T argues that customized routing is an FCC requirement. Witness Hamman further argues that while its agreement in Georgia provides for direct routing, BellSouth contends that it will consider AT&T's request for code conversion via the Bona Fide Request process, despite the fact that

BellSouth admitted that code conversion is technically feasible.

BellSouth witness Milner asserts that BellSouth's unbundled local switching includes a monthly port charge and usage. He states that the monthly charges can be system generated. He stated that BellSouth will either render a manually calculated bill or retain the usage until a system generated -bill is available, depending on what the ALEC elects. Witness Milner asserts that by late September 1997, BellSouth will be in a position to generate an electronic or mechanized usage bill. At the hearing, BellSouth witness Scheye asserts that BellSouth is capable of providing electronic usage billing, although a bill has not yet been rendered. Witness Milner concedes that BellSouth cannot electronically bill for two UNEs that have usage sensitive elements.

AT&T Witness Hamman argues that the local switch is the "brain" of the network since it provides the needed information that a carrier uses to bill customers for usage and other carriers for access to the customers. In addition, witness Hamman asserts that since October 1996, AT&T has been requesting usage sensitive billing information to no avail. Witness Hamman contends that BellSouth itself uses the same usage data to bill for access.

Upon consideration, we find that BellSouth has not demonstrated that it can bill for unbundled local switching on a usage-sensitive basis. Accordingly, BellSouth has not met the requirements of Section 271(c)(2)(B)(vi). We note that while BellSouth appears to provide direct routing to ALECs, BellSouth's inability to provide CABS or CABS-formatted billing as ordered by this Commission does not provide the ALECs with reasonable opportunity to compete. It appears that BellSouth provides daily usage data to itself. To ensure compliance with the Act's requirements, the ALECs must be provided the same data and in the same time frames as the ILEC. We also believe that local switching comprises both the line side and trunk side capabilities; to offer one and not the other restricts the ALECs ability to fully participate in the local market. The Act does not state that a portion of the local switch shall be unbundled. It states that the whole local switch must be unbundled. Therefore, it is incumbent on BellSouth to make all components of

the local switch available to any requesting ALEC, and on an unbundled basis. Based on the record, we are unable to affirmatively conclude that BellSouth is provisioning unbundled local switching in compliance with checklist item vi.

G. **Nondiscriminatory** Access **to 911 and E911 Services, Directory Assistance Services and Operator Call Completion Services Pursuant to Section(c) (2)(B) (vii).**

With respect to 911/E911, Directory Assistance and Operator Call Completion Services, nondiscriminatory access refers to access that is at least equal to the access that BellSouth itself receives.

1. 911/E911

The record reveals that as of June 1, 1997, BellSouth had 88 trunks in service connecting at least five ALECs with BellSouth E911 arrangements in Florida. BellSouth updates the 911/E911 database daily, and this update includes BellSouth's customers, as well as all ALECs' and ILECs' customers. BellSouth appears to provide 911/E911 services to the ALECs in the same manner in which it provides the services to BellSouth. BellSouth updates the 911/E911 database daily for both BellSouth's and the ALECs' customers.

As the FCC stated in the Ameritech Order, BellSouth must "do what is necessary to ensure that its 911 database is populated as accurately, and that errors are detected as quickly, for entries submitted by competing carriers as it is for its own entries." That is, the updates should be timely and accurate.

Two intervenors, WorldCom and ICI, voiced objections to BellSouth's provision of access to 911/E911 services. WorldCom stated that the design requirements BellSouth imposes on ALECs are unnecessary, burdensome, and as a result, more costly than necessary. BellSouth's response is that there is no difference between the 911/E911 design requirements for BellSouth or the ALECs in the SGAT. When WorldCom was asked to give specific examples to demonstrate that the design requirements were unnecessary, WorldCom stated that it had merely used 911's design requirements to illustrate the potential hardships faced by an entrant. For example, an ILEC may have built customized

configurations over the. years that are not necessarily friendly to entrants from a design perspective.

We find that the 911 design requirements are clearly defined in the SGAT in Section 7.A.4. All of the ALECs, ILECs, and BellSouth are held to these same requirements. Upon consideration, we do not believe that WorldCom's argument demonstrates that BellSouth is not providing nondiscriminatory access to 911. By virtue of the fact that BellSouth has been providing 911 service for almost 20 years, it is hardly surprising that new entrants will need to expend company resources to achieve a level of infrastructure that is necessary to provide the same services.

ICI argues it does not have nondiscriminatory access to 911 because in any case where ICI orders UNEs, 911 is required. Since BellSouth has been unable to deliver certain UNEs, 911 services are not being provided with those UNEs.

ICI does not claim that BellSouth provides discriminatory access to 911 services, but rather that since ICI cannot get BellSouth to provide a certain UNE, then it cannot get 911 in conjunction with that UNE. While ICI should be able to receive all UNEs that it requests from BellSouth, we do not believe that BellSouth's failure to provide one UNE necessarily adversely affects determination of compliance with other checklist items.

Upon consideration of the evidence in the record, it appears that BellSouth is providing nondiscriminatory access to 911 in compliance with checklist item vii.

2. **Directory Assistance**

As the FCC stated, "if a competing provider offers directory assistance, any customer of that competing provider should be able to access any listed number on a nondiscriminatory basis, notwithstanding the identity of the customer's local service provider, or the identity of the telephone service provider for the customer whose directory listing is requested." That is, all ALEC customers should be able to use directory assistance and receive the same information as BellSouth customers.

The record reveals that as of June 1, 1997, there were 156

directory assistance trunks in place serving at least three ALECs in Florida.

Four intervenors voiced objections to BellSouth's provision of access to directory assistance services. The objections ranged from what BellSouth was, or was not, providing the ALECs, to the rates in the SGAT.

ICI witness Strow argues that ICI does not have nondiscriminatory access to directory assistance services, because in any case where ICI would be ordering UNEs, directory assistance would be required. According to witness Strow, since BellSouth has been unable to deliver certain UNEs, DA services are not being provided with those UNES, e.g., frame relay. ICI does not claim that BellSouth provides access to directory assistance services that is discriminatory. ICI claims that since ICI cannot get BellSouth to provide a certain UNE, ICI cannot get directory assistance in conjunction with that UNE. While we agree that ICI should be able to receive all UNEs that it requests from BellSouth, we do not believe that BellSouth's failure to provide one UNE necessarily adversely affects determination of compliance with other checklist items.

AT&T/MCI witness Wood argues that the rates used by BellSouth for directory assistance do not comply with Sections 252(d)(1)(A)(i) and 252(d)(1)(A)(ii) because the arbitrated rates are not based on cost and because they are interim rates. He concludes that since the rates were determined using the Hatfield model or tariffed rates, they cannot be in compliance with the requirements of Section 252.

The rates in question are rates we set in the arbitration proceeding between AT&T and BellSouth. While the Eighth Circuit has ruled that the states have full authority over intrastate rates, the rates must still comply with Section 252(d)(1)(A)(i), which requires that the rates be based on cost. Upon review, we find that the rates for directory assistance do not comply with Section 252(d)(l)(A)(i) since they consist of interim and tariffed rates that are not cost based. Since, however, we address rates in Part VI. B. of this Order, we will not consider rates in our evaluation of this checklist item.

AT&T witness Hamman asserts that BellSouth has failed to

provide usage detail for chargeable items such as directory assistance calls. According to witness Hamman, BellSouth will use manually calculated bills, or accumulate the billing until the billing system is working. AT&T argues that BellSouth's method of manually calculating the bill or accumulating the billing until the computerized billing system is working, is not providing AT&T with the same directory assistance service as BellSouth provides to itself.

BellSouth replies that usage detail should not apply to directory assistance which is simply a per use charge. BellSouth is not aware of any problem where BellSouth provides. directory assistance to an ALEC that has its own switch. For those ALECs that resell BellSouth's directory assistance service, the bills are produced in exactly the same manner for BellSouth as for the ALEC. BellSouth further states that it is not aware that AT&T, anywhere and certainly not in Florida, is providing directory assistance services over its own switches.

As detailed in the SGAT, there are three different directory assistance services that BellSouth offers to ALECs and ILECs. The three services are Directory Assistance Access Service (DAAS), Direct Access Directory Assistance Service (DADAS), and Directory Assistance Database Service (DADS).

DAAS is a service provided by BellSouth when the ALEC provides its own switch, but not its own directory assistance platform or directory assistance operators. All directory assistance calls would be answered by BellSouth directory assistance operators. In this instance, BellSouth bills the ALEC a per message charge.

DADAS is a service provided by BellSouth when an ALEC or ILEC provides its own switch, its own directory assistance platform, and its own directory assistance operators, but not its own directory assistance database of directory listings. Under these circumstances a company may choose to acquire DADAS so that its operators would be connected "on-line" to BellSouth's directory assistance database. In this instance, BellSouth bills the ALEC for on-line access to the database.

DADS is a service provided by BellSouth when an ALEC or ILEC provides its own switch, its own directory assistance platform,

and its own directory assistance operators, but not its own directory assistance database of directory listings. Under these circumstances a company may choose to acquire DADS instead of DADAS. With the DADS the ALEC's operators have "on-line" access to BellSouth's database. The ALEC does not purchase its own copy of the database from BellSouth. The database is periodically updated by BellSouth. In this instance, BellSouth bills the ALEC for updates to its database when it is requested.

The bills for directory assistance are on a per call basis and not dependent on the duration of the call. BellSouth states that "when an ALEC's end user customer dials directory assistance, the billing information; that is, identification of calling customer, time of day, etc., is recorded by the BellSouth switch and later transferred to the Daily Usage File, which in turn is periodically sent to the appropriate ALEC according to the transfer cycle requested by the ALEC."

Upon review all of the information provided in this hearing regarding billing usage for directory assistance, we find that the billing usage for directory assistance is nondiscriminatory.

AT&T also contends that BellSouth will not provide AT&T with selective routing for directory assistance. AT&T also alleges that it has requested that BellSouth to use code conversion to convert 411 to another number prior to sending it to AT&T, instead of using the line class code to direct the call. BellSouth replies that it is not aware of any requests by AT&T for selective routing in Florida, but BellSouth stands ready to provide it upon request. BellSouth also states that line class code was the method discussed in the interconnection agreement and if AT&T wants to use code conversion, then it would be appropriate for AT&T to submit a Bona Fide Request (BFR). AT&T states that it has not yet requested selective routing in Florida due to all of the problems that BellSouth has encountered providing selective routing to AT&T in Georgia.

We believe that since BellSouth can selectively route its own calls, then BellSouth should provide selective routing to ALECs or ILECs upon request. The record reveals that BellSouth has not provided selective routing in Florida, but we note that selective routing has not been requested in Florida either.

AT&T also complains that BellSouth brands its DA services as "BellSouth," but does not provide AT&T the opportunity to do the same. AT&T further states that AT&T has not ordered branding in Florida because of the problems that BellSouth has faced in Georgia. BellSouth replies that AT&T can order unbranded or special branded service if they choose. We note that there is no record evidence that any competitor has requested branding in Florida.

MCI states that it does not have access to all of the same information in the directory assistance database as BellSouth. MCI cannot acquire numbers from an ALEC or an ILEC unless that ALEC or ILEC gives permission to BellSouth. Therefore, while BellSouth has the ILEC's customers' information, MCI does not. BellSouth states that it cannot release an ALEC's or ILEC's customer information unless the ALEC or ILEC has given BellSouth permission to do so. BellSouth says that MCI and the ALEC or ILEC should reach agreement on this issue with each other.

In the Second Report and Order, the FCC declared that LECs must provide access to directory assistance and directory listings on a nondiscriminatory basis. It also stated that any customer of that competing provider should be able to access any listed number on a nondiscriminatory basis, notwithstanding the identity of the customer's local service provider, or the identity of the telephone service provider for the customer whose directory listing is requested. Upon review of the evidence in this proceeding, we find that BellSouth is not providing access to all directory listings. BellSouth states that it cannot give out ALEC or ILEC customer information without permission from the ALEC or ILEC because of agreements they have entered into with them. We do not decide today whether those agreements are appropriate or whether this constitutes discriminatory behavior. We merely conclude that BellSouth is not providing all directory listings to competitors at this time.

3. Operator Call Completion

As of June 26, 1997, there were 31 operator call completion trunks in place serving at least three ALECs in Florida.

ICI argues that it does not have nondiscriminatory access to